

Software Development Agreement

SDA: 31024280

Project Expectations

Notes

In order to meet the expectations of the project timeline, the following items as outlined in the Project Phases will need to be received:

- 1) Full workflow design concepts initially provided by Buyer in a timely manner
- 2) Any relevant art/graphics/logos etc should be provided by Buyer
- 3) If art is not provided by Buyer, additional charges for graphic design will be assessed
- 4) A minimum of 1 block of time per week shall be set aside to meet with the Buyer's "project owner" to discuss the development process, challenges and successes.

Development Agreement

This Software Development Agreement ("Agreement") is made and effective this _____ (Date), by and between _____ ("Developer") and _____ ("Buyer").

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Duties and Responsibilities.

Developer shall serve as a contractor of Buyer, defined by the IRS as a 1099 Contractor, and shall design, develop, and implement applications software ("Software") according to the functional specifications and related information, if any, attached hereto as Exhibit A and incorporated herein by this reference ("Specifications") and as more fully set forth in this Agreement. Developer acknowledges that it has been contracted for this specific task, and that it shall report all findings and make all recommendations directly to the management of Buyer. The Software, including all versions in either source code or object code form, shall be delivered to Buyer not later than _____ (Date).

2. Ownership of Software.

Developer agrees that the development of the Software is "work for hire" within the meaning of the Copyright Act of 1976, as amended from time to time, and that the Software shall be the sole property of Buyer pursuant to payment terms being met. Developer hereby assigns to Buyer, without further compensation, all of its right, title and interest in and to the Software and any and all related patents, patent applications, copyrights, copyright applications, trademarks and trade names in the United States and elsewhere. Developer will keep and maintain adequate and current written records with respect to the Software (in the form of notes, sketches, drawings and as may otherwise be specified by Buyer), which records shall be available to and remain the sole property of Buyer at all times. All versions of the Software shall contain Buyer's conspicuous notice of copyright. Developer will assist Buyer in obtaining and enforcing patent, copyright and other forms of legal protection for the Software in any country. Upon request, Developer will sign all applications, assignments, instruments and papers and perform all acts necessary or desired by Buyer to assign the Software fully and completely to Buyer and to enable Buyer, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages of this work.